

国际商务单证英语

应用语言系 10商务英语专业
授课教师：潘冬梅

Chapter 2 Business Negotiation & Contract Conclusion



You can briefly add outline of this slide page in this text box.

- **Introduction of Contract**

Concept, Format, Contents and Types

- **Signature of Contract**

Process of Signing the Contract and Practical Training

Contract (合同)



You can briefly add outline of this slide page in this text box.

- ❖ **1. Learning Objective (学习目标)**
- ❖ **2. Operating Tasks (操作任务)**
- ❖ **3. Operating Sample (操作示范)**
- ❖ **4. Basic Knowledge (基础知识)**
- ❖ **5. Practical Training (项目实训)**

[Image information in product]

- Image : www.photosclub.co.kr
- Note to customers : This image has been licensed to be used within this PowerPoint template only.
You may not extract the image for any other use.

1.Learning Objective（学习目标）



❖ Skill Objective(技能目标):

To make out and sign **a complete export contract** according to **the terms and conditions** reached by the negotiation of the exporter and the importer.

（能根据双方达成的协议条款用英语拟定一份完整的出口合同）

Knowledge Objective(知识目标):



- ❖ To know about **the definition, forms, contents, and classifications** of sales contract or confirmation;
- ❖ To master some English expression methods and skills of **main clauses** of sales contract or confirmation;
- ❖ To know about the **procedure** of signing the written contract.
- ❖ 通过本项目的教学，使学生理解出口合同的定义，形式和内容及其种类；掌握出口合同各主要条款英文表示方法和技巧；了解书面合同的签订程序。

2. Operating Tasks(操作任务)



- ❖ Wangtao is the salesman of **CHINA ELECTRONICS ZHEJIANG COMPANY**. He prepares to sell **1000 pieces "forever" brand bikes** to **New York Trading Co., Ltd.** After business negotiation, the two companies has reached the agreement. Now you are Wangtao and are required to do this task for him to make out and sign the sales confirmation according to the following materials. The date is Sept. 17th, 2012 and the place is Hangzhou city. (王涛是中国电子进出口公司浙江分公司外贸业务员，他准备出口1000辆永久牌自行车到纽约贸易公司。经过交易磋商，两家公司最后达成一致。请代表王涛根据以下资料拟订并签定合同。签订日期为2012年9月17日，地点在杭州)

根据所给资料填制英文合同



卖方：中国电子进出口公司浙江分公司

买方：纽约贸易公司

商品名称：永久牌自行车 货号：**N117**

规格：**MB28** 型 数量：**1000**辆 总值：**70 000** 美元

单价：**CIF**纽约每辆**70**美元 包装：木箱装

合同号码：**AC 4789**

公司模拟信息0

3. Operating Sample (操作示范)



- ❖ 1. Title & Contract Number (合同名称及其编号) 合同名称一般出口合同显示 “sales contract销售合同” or “sales confirmation销售确认书”, 公司已印好, 不需要填写; 合同编号一般由出口公司按内部文件管理要求编好归档.
- ❖ 此栏目填入: Contract No.: AC4789

2. Preamble (序文)



- 包括签约日期、地点、当事人名称、地址及其法律地位。
- ❖ 此栏目填入：
 - ❖ Date: SEPT. 17, 2012
 - ❖ Place: HANGZHOU, CHINA
 - ❖ The Sellers: CHINA ELECTRONICS ZHEJIANG COMPANY
 - ❖ 408 WENSAN ROAD, XIHU DISTRICT, HANGZHOU, CHINA
 - ❖ The Buyers: NEW YORK TRADING CO., LTD.
 - ❖ NO.88 FILANKLIN ROAD NEW YORK, U.S.A.
- 3. 此栏目不需要填写。

4. Commodity & Specifications

(商品名称及规格)



- ❖ 一般先填名称，如有牌号，则也需填写，且要大写。
- ❖ 商品的规格反映了商品的品质，不同商品有不同的规格，其表达方式也不一样。以下是几种常用的表达方式：
- ❖ 型号：I No.:
- ❖ 货号：Art. No.:
- ❖ 尺寸、色彩搭配:Yellow and white equally assorted
(黄、白平均搭配)
- ❖ 包装规格: In cans of 250 grams (250克听装)



❖ 型号ABC6-16，颜色红、白、黑平均搭配，每打尺码搭配为小/3，中/6，大/3。

ABC6-16,red, white and black equally assorted, S/3, M/6 and L/3 per dozen.

❖ 质量符合样品AB66号，水分最高18%。

Quality as per Sample No. AB66, with moisture not exceeding 18% (or Max. 18%)

❖ 此栏目填入:

❖ “FOREVER”BRAND BICYCLES

❖ ART. NO. N117 MODEL MB28

5. Quantity (数量):



- 包括约定数量单位、交付数量的决定时间和地点，以及溢短装数量的解决办法等。要注意计量单位的表示，用英文单词或用缩写；以下为常用的计量单位：
 - ❖ 件 piece (s) / pcs
 - ❖ 套、台 set(s)
 - ❖ 码 yard (s) / yds
 - ❖ 公吨 metric ton (s) / M/T
 - ❖ 箱 case (s)
 - ❖ 纸板箱 carton (s) / ctns
 - ❖ 打 dozen / dz
 - ❖ 此栏目填入: 1,000 PCS

6. Unit Price(单价)



- ❖ 包括价格种类、结构、使用货币计算单位以及币值或价格变动风险的归宿等。一般用“**At..... per.....**”来表示。按照国际贸易惯例，完整的单价包含四部分内容，缺一不可。如：
- ❖ **CIF**纽约 每件**10**美元，含**3%**佣金
- ❖ **USD 10.00 per piece, CIFC3% New York**
- ❖ (1) (2) (3) (4)
- ❖ (1)货币名称及单位 (2)金额 (3)计价数量单位
- ❖ (4)贸易术语
- ❖ 此栏目填入：
- ❖ **CIF NEW YORK**
- ❖ **US\$70.00 /PC**

7. Amount (金额)



- ❖ 填写该笔交易的总金额,是商品数量乘以单价的积,用**币种**加上小写阿拉伯数字构成,小数点后保留**2**位.
- ❖ 此栏目填入: **US\$70,000.00**
- ❖ **8. Shipping Mark (货运标志/唛头)**
- ❖ 唛头是运输标志, 国际贸易中唛头由买卖双方共同商定, 一般有四方面内容:
 - ❖ **ABC** 收货人简称
 - ❖ **S/C NO: 3360** 合约号
 - ❖ **NEW YORK** 目的地
 - ❖ **C/NO 1-UP** 箱号
- ❖ 有些买卖双方未明示的话则应按惯例办理.则可写为**"At Seller's Option"** (由卖方选定)。
- ❖ 此栏目填入: **AT SELLER'S OPTION**

9.Packing (包装)



❖ 包括包装的方式、方法、包装的材料等。

❖ 根据繁简不同的要求可分三种方式表达：

1)用....装 如：用纸箱装 **in cartons**

2)用.....装，每件装多少

❖ **in cartons, each containing ... / in ... of...each**

❖ 如：用纸箱装，每箱装**10**打

❖ **in cartons, each containing 10 dozen / in cartons of 10 dozen each**

3)用.....装，每件装多少，若干件装一大件

❖ **in ... of ... each, ... to ...**

如：用塑料袋装，每袋装一打，十袋装一纸箱

❖ **in polybags of a dozen each, 10 bags to a carton**

❖ 此栏目填入：**IN WOODEN CASES**



❖ **10.Total Value(总值)**

❖ 填写大写金额,以“Say”开头,表示“计”,结尾“Only”表示“整”.此栏目填入:SAY US DOLLARS SEVENTY THOUSAND ONLY

❖ **11. Port of Loading(装运口岸)**

❖ 此栏目填入:CHINA PORT (NINGBO OR SHANGHAI PORT)

❖ **12. Destination(目的地)**

❖ 此栏目填入:NEW YORK, USA

13. Shipment(装运期限)



- ❖ 装运期限一般用某年某月来表达，按英文习惯应先写月后写年，介词用 如：“**2007年6月**”(**In / during June, 2007**)
- ❖ 若是分批装运，则要写明分几批、是否相等、相隔时间、何时开始四个因素。可用套语：
- ❖ **in ... equal monthly / weekly / quarterly installments / lots beginning from**
- ❖ 若需转船，可在其后加上“**with transshipment at.....**”。
- ❖ 如：**9月**开始分**三批**按月等量装运，在**香港**转船
- ❖ **In three equal monthly lots beginning from September with transshipment at Hong Kong.**
- ❖ 此栏目填入：TO BE EFFECTED FROM CHINA PORT TO NEW YORK, USA BY SEA NOT LATER THAN 30TH NOVEMBER, 2012, ALLOWING PARTIAL SHIPMENT AND TRANSSHIPMENT.

14. Insurance(保险)



- ❖ 保险条款应包含四方面内容:
- ❖ 投保人,投保别,投保金额,保险条例
- ❖ 可按下列套语来写:
- ❖ 由卖方根据..... 条例, 按发票金额的110%投保一切险和战争险。(To be effected by the Seller for 110% of the invoice value against All Risks and War Risks as per))
- ❖ 在FOB或CFR成交的情况下, 应由买方自行投保, 这时可简单地写为: To be effected by the Buyers.
- ❖ 此栏目填入: TO BE COVERED BY THE SELLERS FOR 110% OF THE INVOICE VALURE AGAINST ALL RISKS AND WAR RISK AS PER THE CHINA INSURANCE CLAUSES OF CIC DATED 1ST JANUARY, 1981.

15. Payment (支付方式)



- ❖ 包括支付方式、支付工具以及支付时间等。
- ❖ 国际贸易中的支付方式有三种：
 - ❖ (1) 汇付(**Remittance**)
 - ❖ 电汇 (**T / T**) \ 信汇 (**M / T**) \ 票汇 (**D / D**)
 - ❖ (2) 托收 (**Collection**)
 - ❖ 付款交单 (**D / P**) \ 承兑交单 (**D / A**)
 - ❖ (3) 信用证 (**L / C**)
- ❖ 采用信用证支付，合同条款中应包含五项内容：
 - ❖ 信用证的种类
 - ❖ 信用证的金额
 - ❖ 信用证的到达时间
 - ❖ 汇票付款日期（即期、远期等）
 - ❖ 信用证的有效期限及议付地点



- ❖ 这些内容综合起来可以用一基本句型表达:
- ❖ **By 100% confirmed, irrevocable sight L/C to reach the Sellers 30 days before the date of shipment and to remain valid for negotiation in China till the 15th day after date of shipment.**
- ❖ **凭全额发票金额的，保兑的、不可撤消的即期信用证。信用证应于装运前30天到达卖方，其议付有效期至上述装运期后15天,在中国到期。**



- ❖ (4) 两种支付方式相结合，如：
- ❖ 20% of the total contract value as advance payment shall be remitted by the Buyers to the Sellers through T/T within 15 days after signing this contract. The remaining 80% will be effected by D/P at sight.
- ❖ 买方在合同签订后15天将20%的货款电汇给卖方，其余80%货款将用即期付款交单方式支付。
- ❖ 此栏目填入：BY IRREVOCABLE SIGHT L/C TO REACH THE SELLERS 30 DAYS BEFORE THE TIME OF SHIPMENT AND REMAIN VALID FOR NEGOTIATION IN CHINA UNTIL THE 15TH DAY AFTER THE DATE OF SHIPMENT.



❖ 16. DOCUMENTS(单据):

- 1) MANULLY SIGNED COMMERCIAL INVOICE IN TRIPLICATE CERTIFYING THE GOODS INVOICED ARE OF CHINESE ORIGIN. 手签商业发票一式三份并证明发票上的货物原产地是中国。
- 2) PACKING LIST IN 5 COPIES. 装箱单一式五份。
- 3) FULL SET OF CLEAN ON BOARD OCEAN MARINE BILL OF LADING MADE OUT TO ORDER AND BLANK ENDORSED NOTIFYING THE BUYER AND MARKED "FREIGHT PREPAID". 全套清洁已装船海洋提单，空白抬头，空白背书，买方为被通知人，并注明“运费已付”。



4)INSURANCE POLICY OR CERTIFICATE IN DUPLICATE. 保险单一式两份。

5)CERTIFICATE OF ORIGIN IN DUPLICATE ISSUED BY LOCAL CHAMBER OF COMMERCE OR CCPIT. 由当地商会或贸促会签发的原产地证一式两份。

6)COPY OF THE E-MAIL OR FAX SENT BY THE SELLER TO THE BUYER WITHIN 48 HOURS AFTER SHIPMENT.

❖ 在装船后48个小时内卖方发给买方的邮件或传真的复印件（副本）。



17. General Terms(一般条款)

❖ 此条款包含**仲裁、商检、人力不可抗力及签约双方的免责条款**等，一般由各外贸公司根据所经营的商品特征事先印就，无须填制。

❖ 见[合同操作示范样本](#)

4. Basic Knowledge (基础知识)

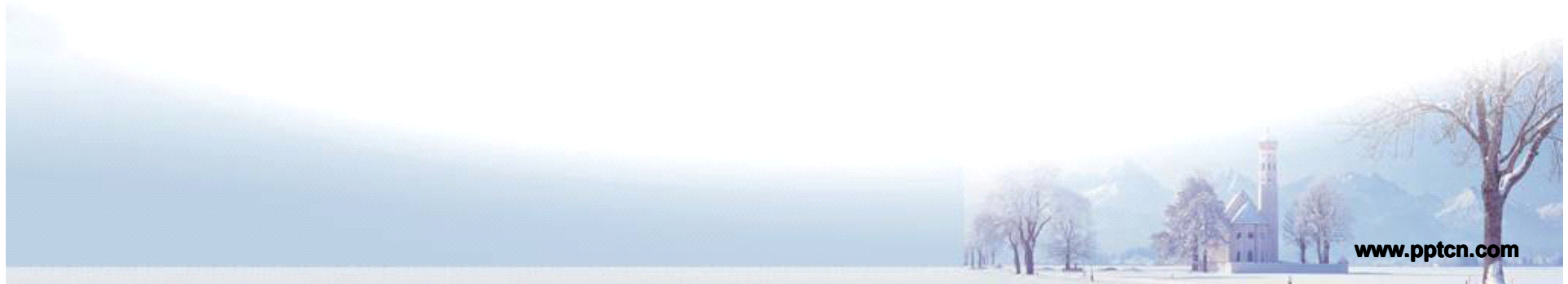


Chapter Two

Contract

Section 1 Introduction to Contract

Section 2 Signature of Contract



Section 1



1

Definition of business contract

2

The format and contents of contract

3

The type of contract

Words and Expressions



- ❖ Responsibility 责任 Condition 条件
- ❖ Negotiate 洽谈,谈判;议付;转让
- ❖ 议付行 Negotiating Bank
- ❖ Inspection 检验 Discrepancy 差异;不符点
- ❖ Arbitration 仲裁
- ❖ Purchase contract 购货合同 Sales contract 销售合同
- ❖ Purchase confirmation 购货确认书
- ❖ Sales confirmation 销售确认书
- ❖ Agreement 协议(书) Memorandum 备忘录
- ❖ Order 订单

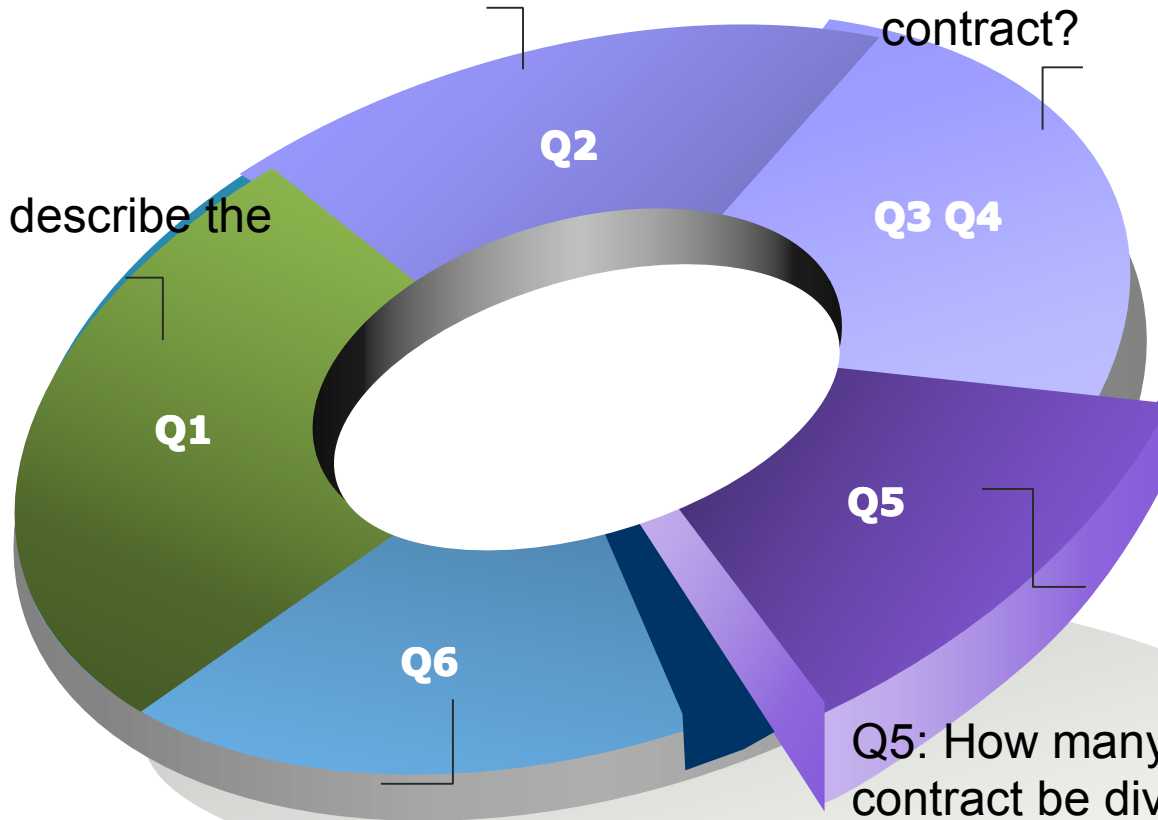
Preview Questions



Q2: What's difference between international contracts and domestic ones?

Q3: What is business contract?
Q4: What is the usual format of contract?

Q1: Can you describe the contract?



Q5: How many parts can the contract be divided into? What are they?

Q6: How many types can the contract be divided into? What are they?

Q1: Can you describe the contract?



The contract is a written agreement that clearly states the rights and responsibilities of both parties to a transaction. 合同是书面协议,清楚记载了交易双方的权利和责任.

It is made by and between the buyer and the seller, whereby the buyer agrees to buy and the seller agrees to sell the goods on the terms and conditions. 合同是买方和卖方之间订立的,由此在合同规定的条款下买方和卖方都同意买卖货物.

Q2:What's difference between international contracts and domestic ones?



International contracts must be prepared and negotiated in a completely different context (内容) than domestic ones.

An international contract is not merely a document setting forth (规定) **quantity, price, delivery arrangement of the product**; it must also take into account (考虑) **the local legal system (当地法律体系)** and **political and economic risks (所涉及国家的政治经济风险)** in the country involved.

Q3:What is business contract?



You can briefly add outline of this slide page in this text box.

Business contract (商业合同) is the lawful agreement showing the conclusion of a business drafted by and between the buyer and the seller, whereby the buyers agree to buy and the sellers agree to sell the goods on the terms and conditions they negotiated.

商业合同是合法协议,表明买方和卖方之间起草订立的一笔业务所达成的结果,由此在他们协定的条款下买方和卖方都同意买卖货物。

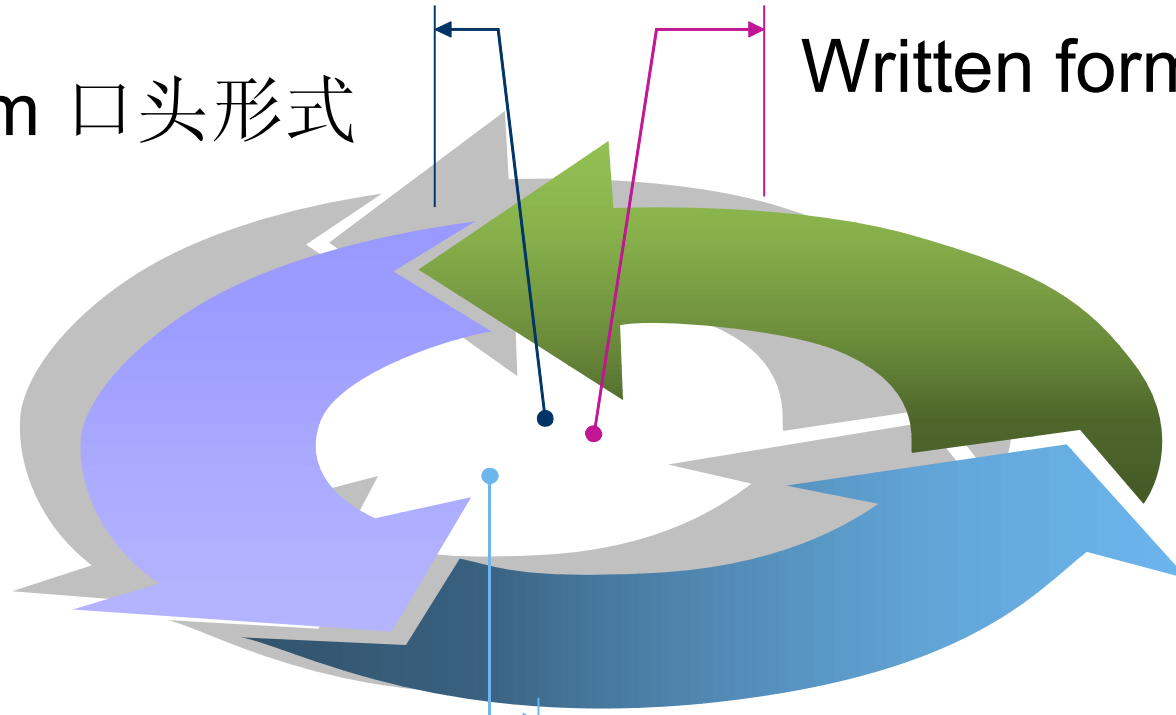
Q4: What is the usual format of contract?



❖ the usual format of contract:

Oral form 口头形式

Written form 书面形式



Electronic form 电子形式

Q5: How many parts can the contract be divided into? What are they?



❖ No matter which kind of contract, it can be generally divided into three parts:

❖ **The beginning part :**

Name of contract 合同名称

No. of contract 合同号码

Two parties' names, addresses, telephone No., fax No., E-mail, etc. 合同双方名称,地址,电话号码,传真号码, E-mail等

Date and place of issue 合同签订日期和地点

The body part:



❖ **Description of the commodity** --- name, specifications, quality, quantity, package...etc. **货物描述** --- 名称, 规格, 数量, 包装等

Shipment clauses --- port of shipment/destination, time of shipment, means of transport, etc. **装运条款** --- 装运港, 目的港, 装运时间, 运输方式等

Insurance clauses if necessary **保险条款**

Payment terms --- time of payment, means of payment **支付条款** --- 支付时间, 支付方式

Inspection clauses **检验条款**

Discrepancy and claim **不符点和索赔**

Arbitration **仲裁**



- ❖ **The end part:**
- ❖ Copies of contract 合同份数
- ❖ Language in use 使用语言
- ❖ Date and place of signature 签订时间和地点
- ❖ The signature of two parties 双方签字

Q6: How many types can the contract be divided into? What are they?



- ❖ There are five well-known types of contract:
- ❖ **Contract(合同)**
- ❖ **Confirmation(确认书)**
- ❖ **Agreement(协议)**
- ❖ **Memorandum(备忘录)**
- ❖ **Order(订单)**

Contract(合同)



Sales Contract(销售合同): is a written agreement offered **by the seller** that clearly states the rights and responsibilities of both parties to a transaction. 由卖方提供的书面协议,明确规定交易双方的权利和责任.

Purchase Contract (购买合同): is a written agreement offered **by the buyer** is the legally binding document that sets forth the terms of the sale, establishes the rights and obligations of the two parties involved. 由买方提供的书面协议,明确规定交易双方的权利和责任.

Confirmation(确认书)



❖ It is a contract **in a simplified form**. Confirmation can either be “sales confirmation(销售确认书)” or “purchase confirmation(购买确认书)” according to whether it is made by a seller or a buyer. It usually has all terms of deal as listed in the contract except the clauses referring to claims, force majeure, and arbitration.

A formal contract or confirmation should be prepared **in duplicate**, each of which should **be signed by both parties**.

正式合同一般是由**买卖双方**签订**一式两份**。



❖ Agreement(协议)

It is the synonym of contract in law binding the both two parties.

❖ Memorandum(备忘录)

❖ It is a kind of lawful document signed by the seller and buyer having the same lawful restraint as contract. Memos are seldom used in trade in China.

❖ Order(订单)

❖ It is a kind of commodity order document drafted by the buyer. Order usually contains the name of commodity required by buyers and the terms and conditions accepted by the sellers.

Section 2



1

The process of signature of contract

2

The main contents of the contract

3

The Signature of the contract

Signature of Contract



- ❖ Q: Can you introduce the process of signature of contract?
- ❖ The process of signature of contract often goes through **four** steps:
 - ❖ enquiry 询盘
 - ❖ offer 发盘
 - ❖ counter-offer 还盘
 - ❖ acceptance 接受

enquiry 询盘:

- ❖ the act of requesting information on the availability of specific products. It is usually made by the buyer. It can also be made by the seller, who may initiate the negotiation by making an enquiry to a buyer, stating his intention of selling a certain kind of goods to the buyer. 询盘又叫询价。是指交易的一方为了购买或销售商品，向对方询问买卖该商品的有关交易条件。询盘可以由卖方提出，也可以由买方提出（大多数情况）。
- ❖ The enquiry made by the buyer is usually called an "invitation to offer "(邀请发盘), the enquiry made by the seller is usually called an "invitation to a bid "(邀请递盘)。



- ❖ **Offer** is a **major process** in business negotiation. An offer from one individual or firm to another is a declaration that he or it is willing to sell or buy a certain amount of specific goods at specified price under specified terms
- ❖ 发盘是指买卖双方的一方（发盘人 **offeror**）向对方（受盘人 **offeree**）提出各项交易条件，并愿按照这些条件与对方达成交易，订立合同的一种肯定的表示。
- ❖ 发盘在法律上称为要约，既属于商业行为，也属于法律行为。



- ❖ **A counter-offer** is the process of bargaining for terms. 还盘是一个对条款讨价还价的过程。
- ❖ 还盘是受盘人对发盘人的回复，接受同时也更改一些条款。
- ❖ A counter-offer is, in fact, a **partial rejection** to the original offer. So, it is a new offer and at the same time, the original offer lapses. 还盘，既是受盘人对原盘的部分拒绝，也是受盘人以发盘人的地位向原发盘人提出的新发盘。一方的发盘经过对方还盘后即失去效力，除非得到原发盘人的同意，受盘人不得在还盘后反悔，再接受原盘。



❖ **An acceptance** , means the formation of the contracted relationship of the two parties.

接受意味着买卖双方合同的形成。

❖ is a total **assent** to the terms and conditions of an offer or a counter-offer, which means that the offerer and the offeree have come to an agreement on the sale.

❖ It is binding on both parties.

❖ 接受，在法律上成为“承诺”，接受是完全同意发盘或还盘内容，意味着发盘人和受盘人之间已达成交易

The main contents of the contract



Quality clause 质量条款

- ❖ It is not only the principle part for the describing goods , but also the main evidence examining the condition of commodities during delivery. It usually includes **the goods description such as name of goods, quality , specifications.**
- ❖ 质量条款一般包括商品名， 质量和规格。



- ❖ S324 15cm Christmas Bear with cap and gloves, as per the sample dispatched by the seller on 20 Oct. 2005
- ❖ 圣诞熊,货号S324, 15厘米, 带帽子和手套.根据卖方于2005年10月20日寄送的样品.
- ❖ Chinese Grey Duck's Down (中国灰鸭绒)with 19% down(绒) content, 2% more or less allowed.
- ❖ Sesame seeds
- ❖ Moisture (max.) 8%
- ❖ Admixture (max.) 7%
- ❖ Oil Content (min.) 50%
- ❖ (should the oil content of the goods actually shipped be 1% higher or lower, the price will be accordingly increased or decreased by 1%).

Quantity clause 数量条款



- ❖ It includes weight, number, length, area, volume, capacity,.

Unit of Measurement 计量单位

Weight: (**Gross Weight** (毛重) , **Net Weight** (净重) , **Conditioned Weight** (公量) , **theoretical weight** (理论重量) , and **legal Weight** (法定重量))

- ❖ **Capacity:** liter or l.; gallon or gal.; bushel (蒲式耳) or bu.



- ❖ **Length:** yard or yd; meter or m.; foot or ft.; cent-meter or cm.; etc.
- ❖ **Numbers:** piece (件) or pc.; package (包) or pkg.; pair; set(套) ;dozen or doz.; gross (箩) or gr.; roll (卷)or coil; unit; head; case; bag, etc.
- ❖ **Area:** square yard or yd²; square meter or m²; square foot or ft² etc.
- ❖ **Volume:** cubic meter, cubic yard, cubic foot, cubic inch, etc.



- ❖ In contract , “more or less ” and “about, circa or approximate” are allowed to avoid disputing because quite often the shipment is over-delivered or under-delivered, esp. for the trading of bulking goods.
- ❖ 在合同中允许使用“more or less”（溢短装条款）and “about, circa or approximate”，以避免装运过程中由于多装或者少装所造成的纠纷。



❖ CHINESE RICE 20000 metric tons, 5% more or less at seller's option. 中国大米20000公吨, 卖方可选择溢短装5%.

❖ CHINESE PEANUT 500 metric tons, gross for net, 5% more or less at seller's option at contract price. 中国花生500公吨, 以毛作净, 卖方可溢短装5%, 增减部分按合同计价.

Package clause 包装条款



- ❖ This part usually includes **the mode of packing(包装方法), the packing material(包装材料), packing cost(包装成本), and packing mark(包装标志), etc.**

E.G.

In cartons of 20 kilos net each. 每箱净装**20**公斤

In cartons of 25 kgs net each, 20 cartons on a pallet, 20 pallets in a FCL container. 每箱净装**25**公斤,**20**箱为一托盘,**20**个托盘装进一个整箱货集装箱。

To be packed in poly bags, 25 pounds in a bag, 4 bags in a sealed wooden case which is lined with metal. The cost of packing is for seller's account. 用塑料袋包装,**25**磅装一袋,**4**袋装一密封的木箱,木箱子需用金属打包带加固,包装费用由卖方承担。

Price clause 价格条款



- ❖ It usually includes **the unite price(单价)** and **total amount(总金额)**. It is composed by(由...组成) quantity unit(数量单位), unit price(单价), currency(货币) and trade terms(贸易术语).
- ❖ HKD1000 PER M/T CIFC5 HONGKONG
- ❖ 每公吨1000港元CIF香港5%含佣价
- ❖ USD 1000 PER CARTON FOB NANTONG, GROSS FOR NET 每纸箱1000美元FOB 南通, 以毛作净.
- ❖ USD 85 PER PC. CIF NEW YORK LESS 1% DISCOUNT每件85美元CIF纽约,1%不到的折扣价

Shipment clause 装运条款



- ❖ It usually includes **time of delivery(交货时间)**, **port of loading(装运港)& port of destination(目的港)**, **transshipment(转运)**, **partial shipment(分批装运)** and **the method of transport(装运方式)**.

Shipment on or before/not later than/ latest on Oct. 25,2005 by sea 装运时间不迟于2005年10月25日,海运



Shipment to be effected within 20 days after receipt of L/C. The relevant L/C must reach the seller not later than 30 days before shipment. 收到信用证后**20**天内装运,相关的信用证必须最迟于装运前**30**天开到卖方.

Shipment from Dalian to Genoa during June 2004 with partial shipments allowed, transshipment not permitted.

Insurance clause 保险条款



❖ It usually includes **the risk to be covered**(投保的险别), **amount insured**(投保金额) and the party **effecting the insurance**(投保的当事人).

1. Under **FOB** or **CFR**:

1) Insurance to be covered by the buyer.

2) Insurance to be effected by the seller on behalf of the buyer for 110% of invoice value against all risks, premium to be for buyer's account. 由买方委托卖方按发票金额110%代为投一切险,保险费由买方负担.

2. Under **CIF**:



- ❖ Under CIF, the insurance clauses usually contains four aspects, they are: the insurer(投保人), amount insured(保险金额), risks covered(投保险种), and which Insurance Company's conditions should be abided by(应遵守保险公司的条款).
- ❖ Insurance is to be effected/covered by the seller for 110% of the invoice value against all risks and war risk as per or subject to ocean marine cargo clause of the People's Insurance Company of China dated 01/01/1981. 由卖方根据1981年1月1日实施的中国人民保险公司海洋货物保险条例，按发票金额的110%投保一切险和战争险。

Payment clause 支付条款



- ❖ This part usually includes **the time of payment(支付时间)** and **means of payment(付款方式)**
- ❖ The buyer should pay 50% of the sales proceeds in advance by M/T to reach the seller not later than Oct. 25, 2006 买方应不迟于2006年10月25日将50%的货款用信汇预付给卖方.
- ❖ The buyer should pay 100% of the contract value by T/T upon the receipt of the original Bill of Lading sent by the seller. 买方应于收到卖方寄交的正本提单后即将100%的货款用电汇付交卖方.



- ❖ The buyer shall open through a bank acceptable to the seller an L/C to reach the seller 30 days before the month of shipment, stipulating that 50% of the invoice value available against **clean draft at sight** while the remaining 50% on **D/P at sight**. The full set of the shipping documents of 100% invoice value shall accompany the collection items and shall only be released after full payment of the invoice value. If the buyer fails to pay full invoice value, the shipping documents shall be held by the issuing bank at seller's disposal.



- ❖ 买方应通过卖方所接受的银行于装运月份前**30**天开立以卖方为受益人的不可撤销即期信用证,规定**50%**发票金额凭即期光票支付,其余**50%**发票金额即期付款交单.**100%**发票金额的全套装运单据随附托收项下,于买方付清发票的全部金额后交单.如买方不付清全部发票金额,则装运单据须由开证行掌握凭卖方指示处理.



- ❖ **Inspection clause** 检验条款
- ❖ **This part usually includes how the right of inspection is determined(检验权力的规定), the time, place (检验时间,地点)and organization of inspection((检验机构).**
- ❖ **Claims clause** 索赔条款
- ❖ **Arbitration clause** 仲裁条款
- ❖ **Force majeure clause** 不可抗力条款

Signature of contract



- ❖ After the process of enquiry , offer and counter-offer, the two parties of trade definitely accept all the terms and conditions about the commodity; they will sign a written contract. 经过询盘、发盘以及还盘之后，贸易双方最终接受了商品交易的条款以及条件,双方将签订一个书面的合同。
- ❖ Usually the contract shall be effected from the date of signature. The two parties of trade should sign their name showing that the contract has become effective. The contract is binding the both two parties and if any party infringe the contract he will take the relevant responsibility.
- ❖ 通常，合同从签订日期起开始生效。双方签字以表示合同成立。合同对双方来说都有约束力，任何违反合同方都将承担相应的责任。

Case study



- ❖ Of the two following offers, which is a firm offer, which is a non-firm offer? Why?
- ❖ Dear Sirs,
- ❖ We thank you for your inquiry of March 11.
- ❖ We are making you an offer for 50,000 pieces of Silk Blouses at USD86.00 per piece FOB Ningbo for shipment in Sep./Oct., 2008. Payment by irrevocable L/C at sight is required. This offer is subject to your reply reaching us on or before Aug.15, our time.
- ❖ Please note that we have quoted our best price and are unable to entertain any counter-offer.
- ❖ We look forward to your early reply.
- ❖
- ❖ This is a firm offer.



- ❖ Dear Sirs,
- ❖ Thank you for your letter dated April 5, in which you express your interest in our Men'd Pajamas.
- ❖ At your request, we take pleasure in making you the following offer, subject to our final confirmation:
- ❖ Commodity: Men's Pyjamas
- ❖ Quantity: 2,000dozen
- ❖ Size: L/XL/XXL
- ❖ Color: white, blue, red
- ❖ Price: At USD96.00 per piece CIF Montreal
- ❖ Payment: By irrevocable L/C in our favor payable by draft at sight to reach the sellers one month before shipment and remain valid for negotiation in China till the 15th day after shipment.
- ❖ Our stock is light with heavy demand. Therefore, your early decision is necessary.
- ❖
- ❖ This is a non-firm offer.

Full in the contract from with the particulars form the following correspondence exchanged:



- ❖ **(1) inquiry**
- ❖ **Copenhagen, July 25, 2008**
- ❖ **Cathay Export Corporation**
- ❖ **Beijing, China**
- ❖ **Dear Sirs,**
- ❖ **One of our clients in Odense is in the market for a parcel of 3,000 dozen/set of ladies' Pyjamas. We would therefore ask you to make us an offer based on CIF Odense including our commission of 2%.**
- ❖ **We Shall appreciate it if you will arrange for shipment to be made as early as possible by direct steamer for Odense.**
- ❖ **As usual, our sight irrevocable L/C will be opened in your favour 30 days before the time of shipment.**
- ❖ **Yours faithfully,**
- ❖ **COPENHAGEN TRADING CO.LTD.**

(2) offer

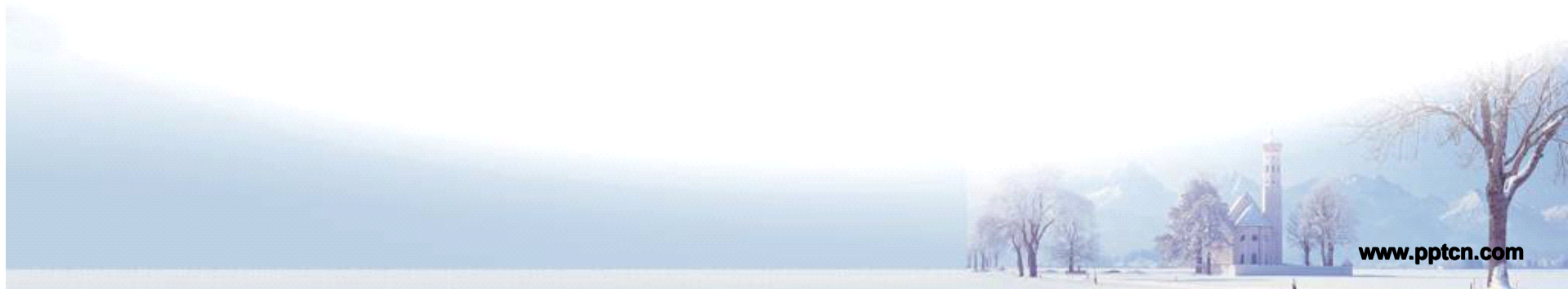


- ❖ Beijing, August 2, 2008
- ❖ Copenhagen Trading Co. Ltd.
- ❖ Copenhagen, Denmark.
- ❖ Dear Sirs,
- ❖ Thank you for your letter of July 25 inquiring for 3,000 dozen/sets Ladies' pyjamas. We take pleasure in making you an offer as follow, subject to your acceptance reaching here not later than August18:
- ❖ 3, 000dozen/sets of Art.No.208 Ladies' pyjamas in pink, blue and yellow colours, equally assorted, with the size assortment of S/3,M/6,and L/3 per dozen, packed in cartons,at\$26.00 per dozen/sets CIFC2% Odense, for shipment form any Chinese port in October. Please note that, since there is no direct steamer available for Odense in October, we find it only possible to ship the parcel with transshipment at Copenhagen.
- ❖ We look forward to your early reply.
- ❖ Your faithfully,
- ❖ CATHAY EXPORT CORPORATION

(3)Acceptance



- ❖ Copenhagen, August 9, 2008
- ❖ Cathay Export Corporation,
- ❖ Beijing, China.
- ❖ Dear Sirs,
- ❖ Thank you for your letter of August 2 offering us 3,000 dozen/sets of Ladies' Pyjamas at \$26.00 per dozen/sets CIFC 2% Odense.
- ❖ We are glad to have been able to prevail upon our client to accept your price, though they found it a bit on the high side.
- ❖ We are now arranging with our bank for the relevant L/C. When making shipment, kindly see to it that insurance is to be effected against ALL Risks and War Risk as per the China Insurance Clauses of 1 January, 1981 for 110% of the invoice value. As to the shipping mark, we will let you know soon.
- ❖ Your faithfully,
- ❖ COPENHAGEN TRADING CO.LTD.





1. 根据小组组建的模拟公司下的模拟业务信息（以及交易磋商中交易双方所达成的交易条款）签订一份销售合同（课堂内完成上交）；
2. 预习三大支付结算方式（汇款、托收和**L/C**）

Exercises P31-33



III.

2. A 3. B

IV.

1. F 2. T 3. F 4. F 5. F 6. F

7. T 8. T 9. F 10. T

D/P: DOCUMENTS AGAINST PAYMENT

付款交单

D/P at sight 即期付款交单

D/P after sight 远期付款交单

D/A: DOCUMENTS AGAINST

ACCEPTANCE 承兑交单

[Add your company slogan]

Thank You !